

Debtcorp Limited Terms of Trade

Definitions:

- a) **“Client”** means a person, company or organisation ordering debt collection or related services from Debtcorp Limited. The definition includes any agent of the person or organisation and if the Client is a Company, ordering services on these Terms of Trade it is deemed to personally bind the shareholders.
- b) **“Debtcorp Limited”** is the trading name of the supplier providing the services.
- c) **“Services”** means debt collections and associated services as agreed at the time of engagement.
- d) **“Interest”** means a rate of 20% per annum compounding daily
- e) **“Force Majeure”** means any act, circumstance or omission caused by an event outside the control of Debtcorp, which makes it impossible for them to deliver the services either at all or within agreed timeframes.

Terms of Engagement, Payment and Delivery of Services:

- 1. Engagement is instigated by a Client requesting in writing the services of Debtcorp Limited. The request must include the Client name; email and physical address; and contact phone details. If the billing address differs from the physical address, details of that must also be provided.
- 2. Debtcorp Limited reserves the right to decline the request for services. Although they shall not be required to give a reason, this could arise in situations where there is a conflict with parties involved in a debt collection situation.
- 3. Engagement is not complete until Debtcorp Limited has provided acknowledgement of the engagement and the basis for charging, which in turn has been accepted by the Client, in writing, along with written instructions and all relevant supporting information concerning the debt.
- 4. On engagement the Client warrants:
 - (a) That all debts referred to Debtcorp for collection are owing and payable by the Debtor to the Client
 - (b) That no debt referred to Debtcorp for collection is under dispute
 - (c) That the person instructing Debtcorp is authorised on behalf of the Client to engage Debtcorp.
 - (d) That where the Client becomes aware of any change to information provided in relation to a debt under collection, such as change of Debtor’s address or contact

details or receipt of communications concerning the debt, the Client will immediately send this information on to Debtcorp.

- (e) To advise Debtcorp if any payment towards the debt is made directly to the Client.
 - (f) To advise Debtcorp of any arrangement made between the Client and Debtor or of any special circumstances relating to the Debtor.
 - (g) That all information concerning the Debtor has been obtained, used and disclosed in accordance with the Privacy Act 1991 and the Credit Reporting Privacy Code 2004.
5. The Client authorises Debtcorp to use the information provided for any proper purpose and undertakes the Debtor has been advised the debt may be, or has been referred to a debt collection process.
 6. Debtcorp will seek instructions from the Client before accepting any offer for payment of a debt where the offer is less than the full amount of the debt, except in the circumstances where it is not practical to obtain the Client's authority.
 7. Debtcorp will promptly deposit all monies received on behalf of a Client into the Debtcorp Trust Account and except as otherwise agreed with the Client, will account for the same to the Client on a monthly basis, after deducting all commissions, fees and disbursements (including GST thereon).
 8. Clients agree to Debtcorp deducting commission, disbursements, fees and other related charges at the agreed rate, and to the payment of GST in accordance with the Goods and Services Tax Act 1985 in respect of services provided by Debtcorp Limited.
 9. Where commissions, fees, disbursements and GST cannot be deducted out of monies collected on behalf of the Client, the Client agrees to pay all invoices issued for the services within 14 days of the date of invoice.
 10. Interest at the specified rate is payable on the balance of any invoice outstanding from the Client and shall accrue from the due date to the date on which payment is made. Clients will also be liable for all costs incurred by Debtcorp Limited as a result of default on payment, including the costs of legal action to recover payment.
 11. Debtcorp Limited retains branding rights and intellectual property rights in any services provided to Clients.
 12. Either party may terminate the Contract for Services on two working days notice. If this right of termination is exercised by the Client, the Client remains liable for payment of the services completed up to the date of termination, including services provided during the notice period and Debtcorp reserves a right to charge a cancellation fee of 5% of the outstanding balance of the debt.
 13. The Client acknowledges that the services provided by Debtcorp may be based on whole or in part on information provided by third parties (including private organisations or individuals, or Government Agencies or Departments), from public

registers, or from other publicly available information sources. Debtcorp shall not be responsible for the accuracy of any such information.

14. The Client agrees to indemnify Debtcorp from and against all claims, loss, damages and liability incurred by them relating to the provision of services to the Client and in respect of Debtcorp's reliance on information sources as set out in clause 13 above. While Debtcorp shall take due care in the preparation of reports provided to the Client as part of their services, Debtcorp does not warrant or assume liability for the accuracy of completeness of any such reports and accepts no liability to the Client for any claim, loss, or damages arising directly or indirectly from such reports.
15. Any notices required pursuant to these Terms of Trade will be sent by email to the Client's notified email address of the customer and an electronic means of sending such notices will be deemed sufficient and received by the customer at the time it is sent by Debtcorp Limited.
16. Any failure by Debtcorp Limited to enforce any specific provision of these Terms of Trade at any particular time, shall not be deemed a waiver or release of any other Client obligation pursuant to these Terms of Trade.
17. This Agreement shall be governed by New Zealand law and in particular the provisions of the Privacy Act 1993 and the Fair Trading Act 2012. The parties to this Contract recognise the nature of the services being provided does involve disclosure of confidential information and each party agrees to abide by the principles of the Privacy Act 1993 and to take all reasonable steps to preserve the confidentiality of any information disclosed both during the course of the contractual relationship and following the conclusion of the Contract.
18. In the event of a dispute arising under this Agreement, the parties shall first negotiate in good faith to attempt to resolve it between themselves. Should it not be resolved within five working days of the dispute arising, then either party shall be entitled to exercise their termination rights and pursue any remedies available at common law.

These terms have been read and accepted.

Client Company

Signatory (Name)

Signatory (Position)

Date